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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

WORLD FUEL SERVICES
(SINGAPORE) PTE LTD,

Plaintiff,

v.

M/V PORT STAR, IMO Number 9583237,
in rem,

Defendant.

Case No.

VERIFIED COMPLAINT FOR
ARREST OF VESSEL

IN ADMIRALTY

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Plaintiff World Fuel Services (Singapore) Pte Ltd (“WFS”) alleges as follows:

I. JURISDICTION AND VENUE

1. This is a case of admiralty and maritime jurisdiction pursuant to 28 U.S.C. § 1333 and an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. It involves claims for the breach of maritime contracts. The Court has *in rem* jurisdiction over the defendant, the vessel M/V PORT STAR, IMO Number 9583237 (“PORT STAR”), because the PORT STAR is currently within the jurisdiction or is expected to be in this district during the pendency of this action.

2. Pursuant to the Oregon Admission Act, 11 Stat. 383 (1859), Local Admiralty Rule LR 1056–1, this Court has concurrent jurisdiction on the Columbia and Snake Rivers within the states of which these rivers form a common boundary, such that the marshal is empowered to serve process and seize vessels on the Columbia and Snake Rivers which border the state of Oregon.

3. Venue is proper pursuant to 28 U.S.C. § 1391(b).

II. PARTIES

4. At all times material hereto, World Fuel Services (Singapore) Pte Ltd (“WFS”) was and is a limited liability entity organized and existing under the laws of the Republic of Singapore. World Fuel Services (Singapore) Pte Ltd, is an indirect and wholly owned subsidiary of World Fuel Services Corporation, and is a member of the World Fuel Services Marine Group of companies, which companies supply fuel to the maritime industry worldwide under the style and name “World Fuel Services.” The worldwide headquarters for WFS is located in Miami, Florida, USA.

5. M/V PORT STAR is an ocean-going cargo vessel (IMO No. 9583237) registered under the laws of the Republic of Panama.

6. Upon information and belief, at all times pertinent, the registered owner of the Vessel was White Reefer Line Corporation, S.A., a foreign business entity having its principal place of business in the Republic of the Marshal Islands.

7. Upon information and belief, at all times pertinent, the beneficial owner of the Vessel is Kobe Shipping Company Limited, a foreign business entity having its principal place of business in Japan.

8. Upon Information and belief, at all times pertinent, the commercial operator of the Vessel is Kobe Shipping Company Limited, a foreign business entity having its principal place of business in Japan.

9. Upon Information and belief, at all times pertinent, the Vessel was chartered to Ocean Basin Shipping Pte. Ltd. (“Ocean Basin”), a foreign business entity having its principal place of business in the Republic of Singapore.

10. On information and belief, the PORT STAR is within this District, or will be within this District, during the pendency of this action. The PORT STAR is currently due at the Port of Portland, Oregon on March 21, 2019.

III. THE FACTS

11. World Fuel Services (“WFS”) is a provider of fuel oil (also known as “bunkers”) to ocean-going ships and other vessels.

12. On or about September 27, 2017, WFS entered into a contract with Ocean Basin to provide fuel to the Vessel at the agreed price of US\$353.00 / Metric ton delivered (the

“Fuel”), to be delivered to the Vessel in the Port of Durban, South Africa (the “Contract”). The terms of the Contract were confirmed by E-mail from WFS to Ocean Basin dated September 27, 2019, a true and correct copy of which is attached to this Verified Complaint as **Exhibit A**. The Contract for purchase and sale of the Fuel was made pursuant to WFS’s General Terms & Conditions available presently and at all material times hereto at www.wfscorp.com. A true and correct copy of WFS’s General Terms & Conditions is attached to this Verified Complaint as **Exhibit B**.

13. WFS subcontracted its performance of the Contract through Engen Petroleum, which delivered 1,400.041 metric tons of fuel to the Vessel on October 7, 2017, which delivery and acceptance was confirmed by the master or chief engineer of the Vessel upon the Bunker Delivery Receipt, identified as Receipt No. 5597 (the “Bunker Delivery Receipt”), a true and correct copy of which is attached to this Verified Complaint as **Exhibit C**. WFS paid Engen Petroleum in full for the delivery of the Fuel to the Vessel.

14. Ocean Basin was timely invoiced for the Fuel on October 16, 2019, a true and correct copy of which invoice, identified as Invoice No. 275612-31501 (the “Invoice”), is attached to this Verified Complaint as **Exhibit D**.

15. On or about March 17, 2019, WFS sent White Reefer Line Corporation, S.A., Kobe Shipping Company Limited, and Kobe Ship Management Company Limited notice of the outstanding balance due WFS for the Fuel supplied to the Vessel, which notice included a copy of the outstanding Invoice, statement of account, and Bunker Delivery Receipt, and demanded payment for the Fuel. WFS also sent Ocean Basin Shipping Pte. Ltd. notice of the outstanding balance due WFS for the Fuel supplied to the Vessel, which notice included a copy

of the outstanding Invoice, statement of account, and Bunker Delivery Receipt, and demanded payment for the Fuel.

16. The total outstanding balance for the Fuel, including interest and administrative fees, and net of all credits and partial payments on account, is US \$623,858.64 as of March 18, 2019, with interest continuing to accrue on the principal amount due at the contractual rate of two percent (2%) per month, which computes to \$324.96 per day.

17. The owners, operators, and charterers of the Vessel have failed to pay for the Fuel. As of the date of filing this Verified Complaint, no part of the outstanding amount due under the invoice for the Fuel has been paid, although it was duly demanded.

18. WFS's General Terms & Conditions expressly state that the Fuel sales contracts are governed by the law of the United States. *See Ex. B at ¶ 18.*

19. The nonpayment for the Fuel constitutes a breach of the Contract by which WFS furnished the Fuel to the PORT STAR.

20. By virtue of WFS's furnishing of "necessaries" to PORT STAR within the meaning of the Federal Maritime Lien Act, 46 U.S.C. § 31342 et seq., WFS has a maritime lien *in rem* against PORT STAR for the full amount of its claim for non-payment of the amount due for the Fuel.

21. The e-mail confirmation for the sale of the fuel expressly confirmed “All sales are on the credit of the vessel. Buyer is presumed to have authority to bind the vessel with a maritime lien.” *See*, Exhibit A. The sale confirmation further confirmed that WFS’s General Terms and Conditions were incorporated by reference into the contract of sale. WFS’s General Terms and Conditions provide that “Products supplied in each Transaction are sold and effected on the credit of the Receiving Vessel, as well as on the promise of the Buyer to pay, and it is agreed and the Buyer warrants that the Seller will have and may assert a maritime lien against the Receiving Vessel for the amount due for the Products delivered.” *See*, Exhibit B, at ¶ 8(a).

22. WFS’s General Terms and Conditions also provide that WFS will be fully reimbursed for “the cost of bonds, fees, [and] internal and external attorneys’ fees associated with enforcing a maritime lien.” *Id.*, at ¶ 7(f).

23. Under federal maritime law and Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims, WFS is entitled to arrest PORT STAR to enforce its maritime lien for the amount due for the Fuel.

IV. PRAYER FOR RELIEF

WHEREFORE, WFS seeks the following relief:

1. That WFS have judgment in the amount of US \$623,858.64, representing the total principal owed, accrued interest, and administrative fees through March 18, 2019, together with interest continuing to accrue at the rate of 2% per month until the amount owing is paid in full;

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2. That the Court enter an order in favor of WFS awarding it the fees and costs of this action, including, but not limited to, attorney fees, the administrative fees of the U.S. Marshal, the cost of a substitute custodian, and any other expenses incurred in connection with the arrest and continued custody of the vessel PORT STAR;

3. That process *in rem*, the Verified Complaint and Warrant for Arrest, pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims, be issued against PORT STAR, her tackle, engines, earnings, freights, etc., and served upon the Master or other ranking officer or caretaker of the PORT STAR, placing her under the arrest, custody and control of the Marshal of this district;

4. That PORT STAR, her tackle, engines, apparel, furniture and equipment and all other appurtenances and additions, improvements, and replacements belonging thereto, be condemned and sold to pay the judgment entered herein, including interest then accrued and all costs and disbursements due WFS herein, including costs of *custodia legis*; and

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5. That WFS be awarded such other and further relief as this Court deems just and equitable.

DATED: March 21, 2019.

MILLER NASH GRAHAM & DUNN LLP

s/ Jess G. Webster

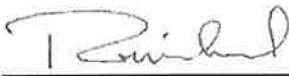
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Attorneys for Plaintiff

VERIFICATION

I, RICHARD D. McMICHAEL, verify under the penalty of perjury under the laws of the United States that I am a Director of World Fuel Services (Singapore) Pte Ltd, the Plaintiff herein, and a company within the World Fuel Services Corporation Marine Group of companies, and I am familiar with the Plaintiff's operations and those of its related member companies, that I have read the within and foregoing Verified Complaint, know the contents thereof upon information reviewed and provided to me, and believe the same to be true and correct.

Dated this 20 day of March, 2019.



RICHARD D. McMICHAEL